



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

File# 310054665: RR, RP, CNC-MT

File# 310060368: OPC, FFL

Introduction

The Tenant applies for the following relief under the *Residential Tenancy Act* (the “Act”):

- An order to cancel a One-Month Notice to End Tenancy dated October 29, 2021 (the “One-Month Notice”) pursuant to s. 47;
- An order pursuant to s. 66 for more time to dispute the One-Month Notice;
- An order pursuant to s. 32 for repairs; and
- An order pursuant to s. 65 for a rent reduction.

M.H. appeared on his own behalf as Tenant and was represented by his advocate, N.C.. S.H. appeared as support for the Tenant and provided no evidence. The Landlord was represented by counsel, A.M.. M.G. and D.B. appeared as agents for the Landlord.

The parties affirmed to tell the truth during the hearing. I advised of Rule 6.11 of the Rules of Procedure, in which the participants are prohibited from recording the hearing. The parties confirmed that they were not recording the hearing.

The Landlord advised that they brought a separate application in which they sought an order for possession pursuant to s. 55 after issuing the One-Month Notice and for return of their filing fee. The parties consented that the Landlord’s application be joined with this one. Pursuant to Rule 2.10 of the Rules of Procedure, I join the Landlord’s application with the Tenant’s such that they be dealt with at the same time. I do so based on the parties’ consent.

Parties' Settlement

Pursuant to section 63 of the *Act*, I may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During the hearing, the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

The parties were advised that they were under no obligation to enter into a settlement agreement. Both parties agreed to the following settlement on all issues in dispute in these applications:

1. The tenancy will end by way of mutual agreement on February 28, 2022.

I confirmed that the Landlord and the Tenant entered into the settlement agreement voluntarily, free of any coercion or duress. I confirmed each detail of the settlement with the Landlord and the Tenant. Both parties confirmed having understood each term of the agreement and acknowledged it represented a full, final, and binding settlement of this dispute.

Since the parties were able to agree to settle their dispute, I find that neither party shall recover their filing fee from the other. The Landlord shall bear their own costs for their application and their claim for return of their filing fee is dismissed without leave to reapply.

In accordance with the parties' agreement, I grant the Landlord an order for possession. The Tenant shall provide vacant possession of the rental unit to the Landlord by no later than **1:00 PM on February 28, 2022**.

It is the Landlord's obligation to serve the order for possession on the Tenant. If the Tenant does not comply with the order for possession, it may be filed by the Landlord with the Supreme Court of British Columbia and enforced as an order of that Court.

I make no findings of fact or law with respect to this dispute. Nothing in this settlement agreement is to be construed as a limit on either parties' entitlement to compensation or other relief to which they may be entitled to under the *Act*.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: February 08, 2022

Residential Tenancy Branch